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SACRAMENTO COURTS  
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Attorneys for Plaintiffs, People of the State of California

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SACRAMENTO

PEOPLE OF THE STATE OF CALIFORNIA, ex rel.  
BILL LOCKYER, Attorney General; PEOPLE OF  
THE STATE OF CALIFORNIA, ex rel. EDWIN F.  
LOWRY, Director, STATE DEPARTMENT OF  
TOXIC SUBSTANCES CONTROL,

Plaintiffs,

v.

K.R.L. PARTNERSHIP, a partnership; ROBERT R.  
WOMACK, individually and as a partner or agent;  
LARRY WOMACK, individually and as a partner;  
ROLAND E. WOMACK, individually and as a  
partner; NADINE L. WOMACK, individually and as a  
partner; LUKE A. WOMACK, individually and as a  
partner; KIMBERLY MOORE, individually and as a  
partner; and DOES 1 THROUGH 10, inclusive;

Defendants.

Case No.: 01AS04631

CONSENT AGREEMENT AND  
STIPULATION FOR ENTRY OF  
JUDGMENT; (PROPOSED)  
ORDER

1 IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

2 This Agreement is between the PEOPLE OF THE STATE OF CALIFORNIA, ex  
3 rel. BILL LOCKYER, Attorney General; and PEOPLE OF THE STATE OF CALIFORNIA, ex  
4 rel. EDWIN F. LOWRY, Director, STATE DEPARTMENT OF TOXIC SUBSTANCES  
5 CONTROL, (hereinafter collectively referred to as "Plaintiffs") and K.R.L. PARTNERSHIP;  
6 ROBERT R. WOMACK; LARRY WOMACK; ROLAND E. WOMACK; NADINE  
7 L.WOMACK; LUKE A. WOMACK; and KIMBERLY MOORE (hereinafter collectively  
8 referred to as "Settling Defendants").

9 **1. INTRODUCTION.**

10 In this action, Plaintiffs filed a civil complaint (the "Complaint") in Sacramento  
11 County Superior Court against the Settling Defendants. The Parties settle this action on the  
12 terms set forth in this Consent Agreement and Stipulation for Entry of Final Judgment  
13 (hereinafter "Consent Judgment").

14 **2. COMPLAINT.**

15 A true and accurate copy of the Complaint is attached as Exhibit "A" hereto.

16 **3. JURISDICTION.**

17 The Plaintiff and Settling Defendants agree that the Superior Court of California,  
18 County of Sacramento, has subject matter jurisdiction over the matters alleged in this action and  
19 personal jurisdiction over the parties to this Consent Judgment.

20 **4. SETTLEMENT OF DISPUTED CLAIMS.**

21 Settling Defendants expressly deny the allegations in the Complaint and the  
22 Consent Judgment and the Consent Judgment is not an admission by Settling Defendants  
23 regarding any issue of law or fact in the above-captioned matter or any violation of any law. The  
24 Parties enter into this Consent Judgment pursuant to a compromise and settlement of certain  
25 disputed claims set forth in the Complaint for the purpose of furthering the public interest.  
26 Settling Defendants waive their right to a hearing on the first, second, and third causes of action  
27 settled by this Consent Judgment.

28 ///

1                   **5.     PAYMENTS FOR PENALTIES**

2                   **5.1     Amount of Obligation:** Settling Defendants shall be jointly and severally  
3 liable for a total civil penalty of SIXTY-EIGHT THOUSAND DOLLARS (\$68,000.00). The  
4 Plaintiffs agree that they will first look to Robert R. Womack for payment of this obligation.

5                   **5.2     Payment:**     No later than December 31, 2005, Settling Defendants shall  
6 pay the total amount of THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00) which will  
7 include costs of investigation and enforcement of SIXTEEN THOUSAND DOLLARS  
8 (\$16,000.00).

9                   **5.3     Schedule for Payments:**     Settling Defendants shall make the payments  
10 required by Paragraph 5.2 in accordance with the following schedule:

- 11                   a.     Within 15 days of the entry of the Consent Judgment, Settling Defendants  
12                         shall pay \$15,000.  
13                   b.     On or before September 1, 2005, Settling Defendants shall pay \$10,000.  
14                   c.     On or before December 31, 2005, Settling Defendants shall pay \$10,000.

15                   **5.4     Suspended Obligation:**     The remaining THIRTY THREE  
16 THOUSAND DOLLAR (\$33,000.00) obligation of the Settling Defendants, and each of them,  
17 shall be suspended for a period of five (5) years from the date of the entry of the Consent  
18 Judgment. If Settling Defendants, and each of them, do not violate the provisions of Paragraph 6  
19 during that time period, they will be excused from paying that obligation.

20                   **5.5     Penalties for Late Payments:**     Settling Defendants, and each of  
21 them, shall pay interest at the rate of 10% per annum, calculated daily, and a stipulated civil  
22 penalty of five hundred dollars (\$500.00) for each day that any payment required pursuant to  
23 Paragraph 5.3 or 5.4 is late.

24                   **5.6     Delivery of Payment Checks:**     All payments shall be made to the  
25 California Attorney General by cashier's or certified check. The check shall bear on its face the  
26 Case name, the Superior Court docket number, and the Attorney General's internal docket  
27 number for this matter - SA 2000 CV 0173. The payment shall be sent to:  
28

1 California Department of Justice  
2 Accounting Section - Cashiering Unit  
3 1300 "I" Street, Suite 810  
4 P.O. Box 944255  
5 Sacramento, California 94244-2550

6 The California Department of Justice may initially place any payments made  
7 pursuant to this Paragraph in its Litigation Deposit Fund and shall be responsible for distributing  
8 all the funds provided by this Consent Judgment to the Department of Toxic Substances Control

9 **5.7** A photocopy of all payments made pursuant to this Consent Judgment  
10 shall be sent, at the same time that they are delivered for payment, to Plaintiffs' representative as  
11 identified in Paragraph 8.

12 **6. INJUNCTIVE RELIEF**

13 **6.1** For the purposes of the suspension of the payment addressed in Paragraph  
14 5.4, Settling Defendants, and each of them, shall comply with the requirements of Division 20,  
15 Chapter 6.7, of the Health and Safety Code with regard to the ownership or operation of  
16 underground storage tank systems. Any violation of the injunction required by this Consent  
17 Judgment shall be considered separate and in addition to any violation of the underlying law and  
18 regulations.

19 **6.2** In the event that Plaintiffs determine that Settling Defendants, or any of  
20 them, are in violation of Paragraph 6.1, Plaintiffs will notify the Settling Defendants  
21 representative of that determination.

22 **6.3** Plaintiffs agree that they will meet and confer with Settling Defendants  
23 regarding the determination within twenty (20) days of the date of the notification. The Parties  
24 shall negotiate in good faith in an effort to resolve any relief pursuant to this Paragraph without  
25 judicial intervention. Thereafter, Plaintiffs may move this Court to enjoin Defendants from any  
26 violation of any provision of this Consent Agreement and for the payment of the entire  
27 suspended obligation identified in Paragraph 5.4. If this Court grants Plaintiffs' motion,  
28 payment of the suspended obligation shall be due within fifteen (15) of the entry of the order  
granting Plaintiffs' motion.

///

1                   **7.       MATTERS COVERED BY THIS CONSENT JUDGMENT.**

2                   **7.1**       Except as provided in Paragraph 7, the Consent Judgment is a final and  
3 binding resolution and settlement of the claims and violations alleged in the first, second, and  
4 third causes of action in the Complaint in this matter based on the specific facts alleged in those  
5 causes of action in Paragraphs 33 through 47, inclusive, and Paragraphs 59, 62, and 65, against  
6 the Settling Defendants.

7                   **7.2**       The provisions of this Paragraph 7.1 are expressly conditioned on the  
8 Settling Defendants' full payment of the civil penalties specified in Paragraph 5 of the Consent  
9 Judgment and the Settling Defendants' full satisfaction of the terms of the Consent Judgment.

10                  **7.3**       The matters which are addressed as set forth in Paragraph 7.1 are a  
11 "Covered Matter".

12                  **7.4**       Any violations of law, statute, regulation or ordinance, if any, by Settling  
13 Defendants which are based on facts not expressly addressed as a Covered Matter are not  
14 resolved, settled, or covered by this Consent Judgment.

15                  **7.5**       Settling Defendants, and each of them, covenant not to sue or pursue any  
16 civil or administrative claims against Plaintiff or agencies of the State of California, any counties  
17 of the State of California or any Certified Unified Program Agency, Participating Agency or  
18 Unified Program Agency as those terms are defined pursuant to Health and Safety Code Section  
19 25281(d)(1)(2) and (3), or their officers, employees, representatives, agents or attorneys arising  
20 out of or related to any matter expressly addressed by this Consent Judgment as a Covered  
21 Matter, except for the purpose of enforcing Plaintiffs' obligations under this Consent Judgment.

22                  **7.6**       Notwithstanding any other provision of the Consent Judgment, the fourth,  
23 fifth and sixth causes of action in the Complaint are dismissed without prejudice by Plaintiff,  
24 People of the State of California, ex Rel. Edwin F. Lowry, Director, State Department of Toxic  
25 Substances Control. The Parties agree that such dismissal without prejudice is not a  
26 determination or finding that any of those causes of action are without merit or that any of the  
27 underlying allegations are not true or correct.

28       ///

1                   **8.     NOTICE.**

2                   All submissions and notices required by this Consent Judgment shall be sent to:

3 For Plaintiffs:

4                   Reed Sato, Esq.  
5                   Deputy Attorney General  
6                   Office of the Attorney General  
7                   1300 "I" Street  
8                   P.O. Box 944255  
9                   Sacramento, California 94244-2550  
10                  (916) 324-8630

11 For Settling Defendants:

12                  David R. Isola, Esq.  
13                  Isola & Associates LLP  
14                  701 Ham Lane, 2<sup>nd</sup> Floor  
15                  Lodi, California 95242  
16                  (209) 367-7055

17                  Any Party may change the address for purpose of notices to that Party by a notice  
18 specifying a new address, but no such change is effective until it is actually received by the Party  
19 sought to be charged with its contents. All notices and other communications required or  
20 permitted under this Consent Judgment that are addressed as provided in this Paragraph are  
21 effective upon delivery if delivered personally or by overnight mail, or are effective five (5) days  
22 following deposit in the United States mail, postage prepaid, if delivered by mail.

23                  (Sections 9- 12 intentionally left blank)

24                  **13.     REGULATORY CHANGES.**

25                  Nothing in this Consent Judgment shall excuse Settling Defendants from meeting  
26 any more stringent requirements which may be imposed hereafter by changes in applicable and  
27 legally binding legislation or regulations.

28                  **14.     APPLICATION OF CONSENT JUDGMENT.**

                  This Consent Judgment shall apply to and be binding upon the Plaintiffs, the  
Settling Defendants, and the successors or assigns of each of them.

**15.     AUTHORITY TO ENTER CONSENT JUDGMENT.**

                  Each signatory to this Consent Judgment certifies that he or she is fully authorized  
by the party he or she represents to enter into this Consent Judgment, to execute it on behalf of

1 the party represented and legally to bind that party.

2 **16. CONTINUING JURISDICTION.**

3 The Court shall retain continuing jurisdiction to enforce the terms of this Consent  
4 Judgment and to address any other matters arising out of or regarding this Consent Judgment.

5 **17. INTEGRATION.**

6 This Consent Judgment constitutes the entire agreement between the parties and  
7 may not be amended or supplemented except as provided for in the Consent Judgment.

8 **18. MODIFICATION OF CONSENT JUDGMENT.**

9 This Consent Judgment may be modified only upon written consent by the parties  
10 hereto and the approval of the Court.

11 (Section 19 intentionally left blank)

12 **20. ENFORCEMENT OF JUDGMENT.**

13 In the event that a Party brings an action to enforce any of the terms of this  
14 Consent Judgment, the prevailing party shall be entitled to its reasonable costs of enforcement,  
15 including attorney fees and costs, including any costs for expert witnesses or other costs of  
16 enforcement.

17 **21. PAYMENT OF LITIGATION EXPENSES AND FEES.**

18 Settling Defendants, and each of them, shall pay all their own attorney fees, expert  
19 witness fees and costs, and all other costs of litigation and investigation incurred in this matter as  
20 of the date of the entry of the Consent Judgment. Plaintiffs, and each of them, are entitled to the  
21 payments set forth in Paragraph 5, above, but otherwise shall pay their own attorney fees, expert  
22 witness fees and costs, and all other costs of litigation incurred as of entry of this Consent  
23 Judgment.

24 **22. INTERPRETATION.**

25 This Consent Judgment shall be deemed to have been drafted equally by all  
26 parties hereto. Accordingly, the Parties hereby agree that any and all rules of construction to the  
27 effect that ambiguity is construed against the drafting party shall be inapplicable in any dispute  
28 concerning the terms, meaning, or interpretation of this Consent Judgment.

1                   **23.    COUNTERPART SIGNATURES.**

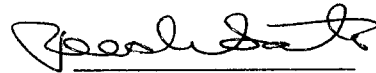
2                   This Consent Judgment may be executed by the parties in counterpart, and when a  
3 copy is signed by an authorized representative of each party, the stipulation shall be effective as  
4 if a single document were signed by all parties.

5   **IT IS SO STIPULATED:**

6   **FOR THE PLAINTIFFS**

7   Dated: May 25  
      April \_\_, 2005

BILL LOCKYER, Attorney General  
of the State of California  
THOMAS GREENE  
Chief Assistant Attorney General  
THEODORA P. BERGER  
Senior Assistant Attorney General



REED SATO  
Deputy Attorney General

Attorneys for Plaintiffs, People of the State  
of California, ex Rel. Bill Lockyer,  
Attorney General; People of the State of  
California, ex Rel. Edwin F. Lowry,  
Director, State Department of Toxic  
Substances Control

18   **FOR THE SETTLING DEFENDANTS**

19   Dated: April \_\_, 2005

KRL PARTNERSHIP

21   Dated: April \_\_, 2005

ROBERT R. WOMACK

23   Dated: April \_\_, 2005

LARRY WOMACK

25   Dated: April \_\_, 2005

ROLAND E. WOMACK

27   Dated: April \_\_, 2005

NADINE L. WOMACK



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**IT IS SO STIPULATED:  
FOR THE PLAINTIFFS**

BILL LOCKYER, Attorney General  
of the State of California  
THOMAS GREENE  
Chief Assistant Attorney General  
THEODORA P. BERGER  
Senior Assistant Attorney General

Attorneys for Plaintiffs, People of the State  
of California, ex Rel. Bill Lockyer,  
Attorney General; People of the State of  
California, ex Rel. Edwin F. Lowry,  
Director, State Department of Toxic  
Substances Control

the Embassy by

John H. H. H.  
KRL PARTNERSHIP

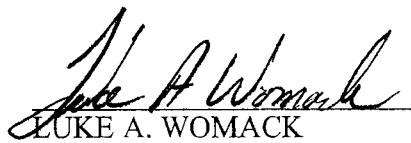
*Robert R. Womack*  
ROBERT R. WOMACK

*Larry J. Womack*  
LARRY WOMACK

Roland E. Womack  
ROLAND E. WOMACK

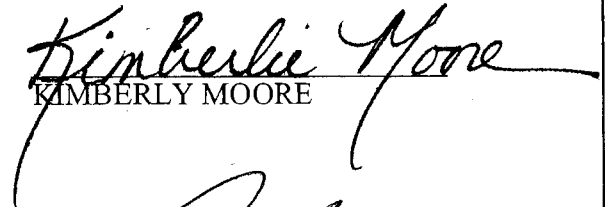
*Nadine L. Womack*  
NADINE L. WOMACK

1 Dated: April \_\_, 2005

  
LUKE A. WOMACK

2

3 Dated: April \_\_, 2005

  
KIMBERLY MOORE

4

5 Approved as to Form:

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7

8 Dated: <sup>May 23</sup> April \_\_, 2005

  
ISOLA & ASSOCIATES

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13 IT IS SO ORDERED:

14 MAY 27 2005

15 Dated: April \_\_, 2005

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LOREN E. McMASTER  
JUDGE OF THE SUPERIOR COURT